



City of La Porte Parks & Recreation Department Contract & Rules for City Recreation Buildings

Civic/Nonprofit Groups (\$15 per hour) – Applies to any nonprofit organizations, which has a local office in the City of La Porte. The requesting organization must present proof of its nonprofit status. This rate pertains to events such as exhibits, shows, demonstrations, seminars and other civic activities for which an admission fee is not charged, nor funds raised. This rate also applies to organizations, associations and religious activities or banquets held to raise money, when net receipts shall be donated to the charity or community project for which such function is intended. **Verification of receipts will be requested.**

Private Individuals or Groups (\$25 per hour) – Applies to professional exhibitions or contests, promotional and public dances, commercial shows and other attractions, and sponsored or contracted by profit making or commercial organizations or individuals at no charge to the public. This class shall also apply to private use, such as weddings and receptions, private parties, fund raising events for nonprofit groups that do not have an office in the City of La Porte, and the like.

Commercial Organizations/Individuals engaged in for-profit activity (\$25 per hour plus 5% of gross revenues or flat rate of \$30.00 per hour, whichever is greater) – Applies to any Commercial Organization/Individual which charges instructional or admissions fees to participants or attendees for events at the centers such as karate classes, gymnastics, and the like. This class shall also apply to any commercial/individual event organized for the purpose of profiting from the public at these facilities. The commercial/individual group must furnish a comprehensive general liability insurance policy, with the city named as an additional named insured, with limits of liability of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage per occurrence. The **organization/individual shall furnish the city with certificate of insurance evidencing such coverage.**

Name of Lessee: _____

Name of Lessee Organization: _____

Address of Lessee: _____ City & Zip: _____

Primary Phone #: _____ E-Mail: _____

Facility Requested: _____

Date Reserved: _____ Time Reserved: From: _____ To: _____

Function Type: _____

Equipment Bringing: _____

If bringing a moonwalk – proof of Vendor Liability Insurance is required three (3) weeks prior to rental (\$1,000,000 minimum)

Number of Guest: _____ Alcohol: YES or NO (minimum 2 officers required with alcohol permit)

of Security Needed: _____ From: _____ To: _____

Events hosting 61+ guests will require a minimum of 1 security officer, with the exception of alcohol being present, in which 2 security officers will be required.

Cost of Security: \$ _____ Pay **CASH** to the officer(s) the day of the event, when they arrive.

Driver's License #: _____ FOR OFFICE USE ONLY

☐ Civic/Non Profit Group w/ office in La Porte - \$15/hr

☐ Private Individual or Groups - \$25/hr

☐ Commercial Organizations/Individuals engaged in for profit activity \$25/hr

	Receipt No.	Cash/Check#/Visa or M.C.	Amount Paid	Cashier	Date Paid
Deposit					
Rental					
Alcohol					

**CITY OF LA PORTE
PARKS AND RECREATION DEPARTMENT**

The City of La Porte is proud to offer the, Evelyn Kennedy Civic Center, Original City Hall, and Jennie Riley Community Center for use by you to present your event. The following rules and regulations are designed to protect and serve the citizens who attend your event as well as the provision for future use by other citizens of La Porte and the surrounding area. The staff and security personnel are there to assist you as appropriate for your event and to assure that our interests are accommodated as well as your own. Please don't ask us to bend the rules or make exceptions that may endanger the security of your event, patrons or cause damage to the facility for events in the future. We trust that you will have a safe and successful event.

**RULES FOR EVELYN KENNEDY CIVIC CENTER, ORIGINAL CITY HALL AND
JENNIE RILEY COMMUNITY CENTER RENTALS**

PLEASE INITIAL NEXT TO THE DESIGNATED AREAS

1. All reservations must be made through the Parks and Recreation Department Office, 1322 S.Broadway, La Porte, Texas, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.
2. The Centers shall be available for rental Monday through Thursday from 8:00 a.m. to 10:00 p.m., and Friday through Sunday from 8:00 a.m. to 12 Midnight, upon availability.
3. Facilities may not be rented on the following Holidays: New Years Day, Good Friday, Easter Sunday, Thanksgiving, Christmas Eve, and Christmas Day.
4. Lessee must be 21 years of age to reserve the building and must be present during function or activity.
5. Reservations are on a first come, first serve basis and may be made by phone or in person. **All reservations are a minimum of 3-hour rentals.** The Reservations must be accompanied by a Reservations and Damage Deposit of \$200 at the time of booking. The Reservation and Damage deposit is not considered part of the cost to rent the facility and if paid by check, the check will be cashed. The deposit will only reserve the facility for the Lessee until rental payments are due and will provide protection to the Lessor for any damage to the facility or if left dirty by lessee or guests. The Deposit will be refunded by mail, in the form of a check to the Lessee within one (1) month after the event, less any deductions for damages incurred.
6. ***If more than one date is being reserved, the full amount of all dates must be paid in full in order to be reserved in the book.***

A cleaning procedure form must be completed by the Lessee and the Caretaker prior to and after your event. The deposit will be refunded by mail approximately 30 business days after the event, provided there are no damages to the facility, the facility is left in the same condition as when you arrived, and you are completely out of the facility by your designated end time of rental and your rental fees were paid 3 weeks prior to event. The City will determine the cost of damages, loss or theft of City property or leaving the facility dirty.

7. **Applicant will be required to set-up, breakdown and clean-up within time frame rented.**
8. All rental fees are due at least 3 weeks in advance of rental date. Failure to pay rental fees 3 weeks in advance of rental date will result in the void of this contract and the cancellation of your event without notice. The deposit and any rental fees paid will be forfeited. No reservations can be made less than three (3) weeks before the requested date unless a caretaker and/or security are available to work the event. We will make every effort to schedule a worker but we cannot allow access to the buildings without a caretaker. The rental fees and deposit are due at the time of booking and must be paid in cash, money order or credit card (no checks). Any changes requested less than three (3) weeks before the event date would also be contingent on if the caretaker is available to work the requested changes. However, no changes can be made on security less than fifteen (15) days prior to event, per Security Services Agreement.

9. Cancellations must be made in writing at least 30 days prior to reservation date in order to receive a full refund on rental fees and reservation deposit.
- If proper written notice is not received in the office 30 days prior to reservation date, Lessee will forfeit the full \$200.00 deposit and rental fees. If proper written notice is not received in the office fifteen (15) days prior to event and charges for security are more than \$200, the Lessee will be invoiced for the difference.
- Rental fees can be transferred to another date but notice must be given 3 weeks prior to event and the Lessee will be required to pay an additional \$100 deposit fee and rental fees must be paid in full. If the rescheduled date is cancelled, rental fees and deposit will be forfeited – the money cannot be transferred to another date.
10. The Department reserves the right to cancel and/or reschedule any building or facility rental for just cause upon due notice including any safety, health or weather emergency, or an inability of the Department to fulfill the rental agreement. Such cancellation by the Department shall entitle the Lessee to reschedule the event to another date pending availability or receive a full refund.
11. There will be a Parks & Recreation Employee and security officer on duty as caretaker during the entire event to assist with any problems or concerns and to assure the best interests of the City of La Porte during your event. He or she will open the building, ensure that utilities are in working order, and lock the building when the event is over.
12. Alcohol is allowed at City of La Porte Recreation Centers with the purchase of an alcohol permit.
- Alcohol is permitted to be consumed at all Recreation Centers by permit only. No alcohol can be sold by LESSEE or guests. An alcohol permit must be purchased at the Parks & Recreation office for \$25 and posted at the event. If the permit is not posted, security will not allow any consumption of alcohol, and all alcohol will need to be removed from the premises. The person whose signature is on the permit must be on site the entire time alcohol is being consumed. All laws regarding possession & consumption of alcoholic beverages shall be strictly complied with. Alcohol consumption will be confined to the congregate/kitchen areas only. No alcoholic beverages will be permitted to be carried out of that designated area, nor can it be consumed in the parking lot. Minimum of 2 (two) Security officers will be required whenever alcohol is permitted. The duties of security officers consists of counting the number of guests at the front door to meet fire code and department regulations, monitoring the ballroom and parking lot; and enforcing all existing National, State, Local Laws, Ordinances, and Parks & Recreation Department Rules and Regulations.
13. The number of guest will be counted upon entry into the front door of the facility and should not exceed the number of estimated guest listed on the contract. If the number of guest for the event exceeds the estimated number of guest on the contract, the lessee will forfeit their deposit and the event may be cancelled.
14. The City of La Porte has entered into a contract with the La Porte Police Officers' Association, and they have the exclusive right to provide security services. It shall be the responsibility of the Director of Parks & Recreation, or his designee, to determine the number of security officers required for each event and Lessee agrees to allow Lessor to arrange for security officers, and agrees to pay \$30 per hour, per security officer. Security must be scheduled by the tenth (10th) business day prior to the event date and no changes can be made fifteen (15) or less business days prior to event. If for any reason the event is cancelled fifteen (15) or less days prior to the event, the customers deposit will be applied to the Security Officers payment and invoiced for the difference, if any. Security Officers are to be **PAID IN CASH** the actual date of the event **prior** to the events scheduled time. If the payment for security services is not paid in cash **prior to the event**, the contract for the event shall be considered **null and void**, and the Security Agent has the right to cancel the event. **Please be aware you will forfeit your money, and the event will not take place if you fail to meet this obligation.**
15. The City of La Porte has a Noise Ordinance # 271, regulating any mechanical or electrical device, machine, apparatus or instrument to intensify or amplify or to reproduce the human voice or any other sound on any public street within

the corporate limits of the City of La Porte or in any building or on any premises in said City. Beat frequency or shrillness shall not exceed 95 decibels in relation to sound frequency inside City buildings.

16. Smoking is not permitted in any of our Recreation Facilities.
17. Animals of any kind are not permitted in the facility with the exception of Seeing Eye dogs.
18. NO POOL TABLES ARE ALLOWED TO BE MOVED. THEY CAN BE COVERED AND USED AS A TABLE TO SET ITEMS ON. THE GAME ROOM AT EVELYN KENNEDY CENTER IS NOT INCLUDED IN THE RENTAL: CONGREGATE ROOM AND KITCHEN ONLY.
19. Tables and chairs are furnished – It is the responsibility of the Lessee to set up tables and chairs, a set-up crew is not provided. **The Lessee must use the dollies provided to move the tables and chairs.** The Lessee must return tables and chairs to original place. NO EXTRA TABLES AND CHAIRS ARE PERMITTED - This is in compliance with the Fire Marshal's Regulations. Table types are listed below and cannot be removed from centers to accommodate personal preferences. If you need a certain type of table, you must rent the facility that meets your needs.

CENTER	<u>MAXIMUM CAPACITY IN BUILDING</u>	<u>MAXIMUM SEATED IN BUILDING</u>	<u>TYPES OF TABLES AVAILABLE</u>	<u>KITCHEN FACILITIES</u>
Evelyn Kennedy	200	150	30-8ft. long folding rectangle 7-6ft round	Full Kitchen
Jennie Riley	150	125	14-6ft. round 5-8ft long folding rectangle	Full Kitchen
Original City Hall	80	64	1-8ft long folding rectangle 1-6ft folding rectangle	No Kitchen
Brookglen	50	50	6-8ft long folding rectangle	Limited Kitchen

20. Decorations may be applied to walls with **masking tape only** (no tacks, staples, or nails). No decorations may be attached in any form to the interior glass. All decorations and the means by which they were attached must be removed upon your leaving the site.
21. No equipment or supplies (i.e. extension cords, microphones, sound system, etc.) will be supplied by the City.

22. No regularly scheduled religious services shall be permitted at the centers due to being a government agency and the separation from church and state. In extenuating circumstances such as church fires etc., allowances can be made for established churches on a temporary basis with the Department Director or his designee approval.
23. Lessee will assume responsibility for any damage to the equipment, furniture or building incurred during their use of properties.
24. It is the responsibility of the Lessee signing this reservation to restore reserved rooms including bathrooms, kitchen, hallway and congregate area to good order. All crumbs, spills, etc. must be cleaned before leaving the building and garbage must be bagged and put in dumpster. Any tables moved must be put back in original place. The facility must be cleaned and restored to good order, and vacated by the end of the designated rental time on your contract. The police officers shall escort everyone out of building and premises at the designated ending rental time on your contract and if the facility is not cleaned and restored in good order at that time, the \$200.00 deposit will NOT be refunded.
25. All equipment brought in by Lessee must be pre-approved by the Parks and Recreation Director, or his designee, and is subject to inspection by the Fire Marshall and Code Enforcement Department. Applicant will be required to set-up and breakdown all equipment brought to the facility within the time frame requested. All equipment must be removed from the premises the day of the event. Equipment left will be considered abandoned and will be disposed of.
26. Approved amusement / mechanical equipment must be placed in the designated area approved by the Parks & Recreation Director, or his designee. LIMIT ONE (1) piece of equipment. Lessee must provide a generator if equipment requires electricity. Equipment cannot be placed on parking lots or roadways. **Party organizer must get a copy of the "Vendor Proof of Liability" insurance to be furnished to the City of La Porte no later than three (3) weeks prior to the event date, with the City named as an additional named insured.**
27. In case of emergencies during use of building, notify the Parks & Recreation employee on duty to handle the situation. Example: stopped up toilets, power failure, non-functional air conditioning or heating, etc.
28. **If the Parks & Recreation employee does not show up, contact the Police Dispatch at (281) 471-3810 and, they will contact the proper authority.**

ANY EXCEPTIONS TO THE ABOVE POLICIES MUST BE MADE IN WRITING AND APPROVED BY THE DIRECTOR OR AUTHORIZED REPRESENTATIVE. NO VERBAL AGREEMENT FOR THE USE OF THE CENTERS SHALL BE BINDING UPON EITHER PARTY TO THE AGREEMENT.

Rates are set by Ordinance and approved by City Council. Rates are subject to change.

I, the undersigned, have read, understand and received a copy of the Facility Rules and Contract, and will comply with the stipulations stated.

LESSEE SIGNATURE

DATE

PARKS & RECREATION REPRESENTATIVE SIGNATURE

DATE